



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-093830-24

In the matter of: 1006, 600 SPRINGBANK DR
LONDON ON N6K 0L7

Between: Ahan Mo
Isabella Rao Tenants

and

1551733 Ontario Limited Landlord

Ahan Mo and Isabella Rao (the 'Tenants') applied for an order determining that 1551733 Ontario Limited (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

The Tenants also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on February 23, 2026.

The Tenants and the Landlord's agent Jennifer Grant attended the hearing.

Determinations:

1. The Tenants advance the following claims of disrepair under section 20 of the Act and also claim that the Landlord's failure to respond adequately amounts to harassment, obstruction, coercion, threats, and substantial interference with their reasonable enjoyment of the rental unit:
 - (1) The HVAC system does not function correctly;
 - (2) The Landlord failed to correct leaks in the bathroom;
 - (3) The water quality is poor and has caused personal injury; and

- (4) The shelves in the fridge have cracked because they are incapable of bearing weight.
2. The applications includes the following claim of substantial interference, harassment, obstruction, etc.:
- (5) The Landlord served the tenants an N4 notice of termination alleging arrears of rent when no arrears were in fact owing.
3. As explained below, the Tenants have proven the claims in respect of the faulty HVAC on a balance of probabilities. The remainder of their claims are dismissed because I find there was insufficient credible evidence presented to substantiate them.

(1) HVAC

4. The Tenants testified that the heating and cooling system was malfunctioning from the day they moved into this newly built apartment such that they could not control the temperature. The temperature was often either too hot or too cold. Therefore, the mobile app—SmartOne—that was supposed to give the Tenants remote control of their thermostat did not fulfill its intended function. The Landlord has made several attempts to investigate the cause of the problem and to fix it but with limited and intermittent success. I find that in respect of the heating and cooling issues, the Tenants have proven the Landlord breached section 20 of the *Residential Tenancies Act, 2006* (the 'Act') because the Landlord conceded it.
5. I find the Tenants' claim that the Landlord's shortcomings substantially interfered with their reasonable enjoyment has not been proven on a balance of probabilities. The Tenants testified that the prolonged period of the disruption has been inconvenient which I am prepared to accept and will consider in fashioning a suitable remedy but I find there was insufficient evidence presented to establish separate breaches of sections 22 or 23 of the Act. On the contrary, the Tenants testified to the Landlord's various efforts to identify and remedy the problem. Those efforts, though inconvenient and disruptive to the Tenants, do not establish independent causes of action on the facts of this case.

(2) Leaks in the Bathroom

6. The Tenants testified that contrary to their pleadings, the Landlord did in fact respond in a timely manner to three incidents of leaking in the bathroom, only the patching and painting job that followed was unsightly. It was so poor that the Tenants' spent their own money to correct it. They advanced no claim for this repair cost and offered no photographs or any further details that would allow me to appreciate whether the Landlord's timely remediation efforts fell short of the standard of reasonable in the circumstances as articulated in *Onyskiw v. CJM Property Management Ltd.* (2016)¹. Therefore I find this claim must be dismissed for lack of credible proof on a balance of probabilities.

(3) Water Quality

¹ *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477.

7. The Tenants submitted the results of a test they had done in respect of the guest bathroom in August 2023, that is some 15 months before bringing this application. They did not testify that they tested the water from any other sources in the rental unit or any further, more recent testing. I was told this was a home testing kit with an indicator strip. The Tenants testified that the result of this test reveals elevated levels of nitrates, nitrites, and copper in the water.
8. I find the results of the test kit to be insufficient evidence to show the water quality was poor. Quite apart from the passage of time, the Tenants allowed that the test strip itself in respect of copper matches the legend showing the amount to be in the “safe” zone, directly contradicting their testimony that the levels of copper were unsafe. The test results show that the indicator ink changed to colours that do not appear on the legend, and I received no explanation for how the Tenants interpreted this to mean the levels are elevated. They also showed me photographs of water in their bathtub that they has a bluish tint, which they further submit as proof of unacceptable levels of copper in the water. This is not an inference I am prepared to draw because I have no basis for judging what colour safe water is.
9. The second-named Tenant also testified that she began to experience hair loss and skin problems when she moved into the rental unit and submitted this was circumstantial evidence to show that water quality is poor. She also attributed her hair loss to increased stress caused by the Landlord’s shortcomings. She also filed her dermatologist’s report that describes the nature of her skin condition, identifies lifestyle choices as possible (but not conclusive) causes of the problem and prescribes a topical treatment. The report does not speak of water quality, or of nitrates or nitrites or copper in the water as potential causes.
10. Therefore I find that the Tenants have presented insufficient evidence to prove on a balance of probabilities that the quality of the water in the rental unit falls below health, safety, housing or maintenance standards.

(4) Fridge Shelves

11. The Tenants complain that the Landlord did not supply them with the specifications of the load-bearing capacity of the fridge shelves and therefore they cracked. This claim must be dismissed because the Tenants led no evidence on the issue which is consistent with their submission that they were not pursuing this claim in earnest but had mentioned it to better narrate the Landlord’s failure to provide attentive service.

(5) The N4 Notice

12. The substance of the allegation here is that the Tenants declined to pay a \$228.31 maintenance invoice about an unrelated problem with a drain. This prompted the Landlord to claim it as unpaid rent in an N4 Notice of Termination. The misunderstanding was resolved but not before the Tenants endured emotional distress. They say this N4 was given not for a legitimate purpose but to harass, coerce, threaten or interfere with them because the Landlord ought to have known that outstanding maintenance invoices are not arrears of rent and therefore should not have been claimed on N4 notice of termination.

13. I find that this claim must be dismissed because there was insufficient evidence presented to substantiate it. Specifically, there was no evidence to suggest that the Landlord acted out of malice or for any other improper purpose in making this claim on a Form N4 instead of some other process. There is no evidence whatsoever that this was anything other than an oversight or misunderstanding, much less anything to prove that it was calculated to abuse the Tenants. Furthermore, given the fact that N4 notices are voidable, that the amount claimed is a modest fraction of the monthly rent, and that the Tenants are well acquainted with the protections available to them under the Act, I reject the Tenants' assertions that this Notice posed the spectre of immediate eviction of eviction causing undue stress and anxiety.

Other Unproven allegations

14. The Tenants' application catalogues several other alleged shortcomings such as a "hollow spot in the kitchen", inadequate snow clearing, dirty windows, etc. These additional claims are dismissed because the Tenants did not pursue those subjects at the hearing and led no evidence on them.

Other Unpleaded claims

15. The Tenants testified that the rental unit was dusty when they took possession and there was also paint splatter. The time it took to remedy these concerns delayed the Tenants' ability to unpack their belongings causing substantial interference with their reasonable enjoyment of the rental unit. These allegations must be dismissed because they do not appear in the application or in the request to amend the application.

Remedies

16. Having proven their claim of disrepair in relation to the HVAC problem, the Tenants are entitled to those remedies they can prove on a balance of probabilities in relation to that breach.

Abatement

17. The Tenants seek an abatement of some \$9,000.00 representing approximately 30 percent of the rent paid for the 12-month period before filing the application.
18. Abatement of the rent is a contractual remedy. It is intended to address the idea that if a tenant is paying rent in exchange for a bundle of goods and services and not receiving them, then the rent should be abated in the amount that represents the difference between what is being paid for and what is being received. There is no neat formula for arriving at a fair and reasonable award. I must consider the nature, duration, severity and impact of the breach, the Landlord's knowledge of the issue, and the Landlord's response.
19. The Tenants testified that not having full control of their heating and cooling has been inconvenient because they must manipulate the equipment physically instead of being able to rely on the mobile application. And even then, they have insufficient control such that they must regulate the temperature by opening windows or relying on external heating

sources. On one occasion, it was unbearably hot so they had to absent themselves from the apartment altogether and travel to Toronto. They could not testify to how often the problem occurred or what temperatures were recorded because the logs they had kept on their mobile device were lost when they switched devices.

20. On considering the totality of the evidence and the relevant factors—including the fact that the monthly rent includes a \$60.00 subscription fee for a utility intended to give the Tenants remote control of their thermostat—I find that a rent abatement of \$1,500.00 representing approximately five percent of the rent paid for the period claimed to be fair and reasonable compensation in the circumstances.

Reasonable Out-of-pocket costs

21. The Tenants' claim for the cost of buying a humidifier is dismissed because there was insufficient evidence presented to prove on a balance of probabilities that the air in the rental unit does not contain an adequate level of moisture.
22. The Tenants' claim for the cost of water purification devices must be dismissed because the Tenants have failed to prove on a balance of probabilities that there was anything wrong with the water in the rental unit.
23. The Tenants also seek the cost of surveillance equipment. This claim must be dismissed because I find the Tenants have not proven it on a balance of probabilities. The Tenants installed this equipment with the Landlord's permission and then removed it because the Landlord retracted its permission, taking the position that it invaded the privacy of its staff and other residents. The Tenants testified they needed to surveil the corridor because their packages went missing. They add that safeguarding their packages is the Landlord's responsibility and allege they were put to this expense because the Landlord breached that responsibility. In the first place, I find that there was insufficient evidence presented to prove on a balance of probabilities that the Tenants' packages had gone missing because they only made passing reference to this loss without details of what went missing and when and without corroboration. Second, I accept the Tenants' testimony that they installed the surveillance equipment to collect evidence for prosecuting their applications against the Landlord. I do not find that to be a cost incurred "as a result of the landlord's breach" nor that it was "reasonable" within the meaning of subparagraph 5(i) of subsection 30(1) because this Board has consistently held that expenses incurred for the purposes of litigation are not recoverable.² Third, the Tenants did not testify that their equipment, now uninstalled, has lost all its value such that they should be reimbursed for it in full. I find neither liability nor quantum has been proven on a balance of probabilities.

General Damages

24. The Tenants seek \$10,000.00 in general compensation, stating that the Landlord's breaches have put them to undue stress and anxiety with concomitant health impacts. This head of damages is intended to compensate for intangible non-pecuniary losses caused by the Landlord's breach. I find this claim has not been proven on a balance of

² TST-59202-15 (Re), 2015 CanLII 77857 at para. 39 (Ont. LTB); TST-63263-15 (Re), 2015 CanLII 75856 at para. 29 (Ont. LTB); TST-49504-14 (Re), 2015 CanLII 75423 at para. 71 (Ont. LTB).

probabilities because I find the Tenants presented insufficient evidence to show that the HVAC problems have caused them stress, anxiety or health impacts. For detailed reasons detailed above, I find the Tenants have led insufficient evidence to connect their health concerns to any breach by the Landlord. The inconvenience and loss of enjoyment occasioned by the HVAC malfunctions are already accounted for in the abatement awarded.

Other Relief

25. The Tenants also request an order that the Landlord engage qualified technicians to investigate the HVAC issue and report its findings to the Tenants in writing. The Landlord agreed this was a reasonable request and the Board concurs.
26. The Tenants request to amend their application in the form delivered on February 16, 2026 is granted on consent.
27. The Tenants incurred costs of \$48.00 for filing the application and are entitled to be reimbursed those costs.

It is ordered on consent that:

1. The Tenants' request to amend their application in the form delivered on February 16, 2026 is granted.
2. The Landlord shall engage the services of qualified technicians to investigate the cause of the HVAC problems in the rental unit and report its findings to the Tenant in writing no later than May 1, 2026.

It is further ordered that:

3. The total amount the Landlord shall pay the Tenants is \$1,548.00. This amount represents:
 - \$1,500.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
4. The Landlord shall pay the Tenants the full amount owing by March 17, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by March 17, 2026, the Landlord will owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.
6. If the Landlord does not pay the Tenants the full amount owing by March 18, 2026, the Tenants may recover this amount by deducting \$1,548.00 from the rent owing for the period April 1, 2026 to April 30, 2026.
7. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 6, 2026

Date Issued

Nersi Makki

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.